

EXHIBIT A



The Philadelphia Courts
Civil Docket Access

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Civil Docket Report

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Case Description

Case ID: 210200003
Case Caption: YI'S TOPS SPORTING GOODS, INC. ETAL VS COLONY INSU
Filing Date: Thursday , January 28th, 2021
Court: MAJOR JURY-EXPEDITED
Location: City Hall
Jury: JURY
Case Type: CONTRACTS OTHER
Status: WAITING TO LIST CASE MGMT CONF

Related Cases

No related cases were found.

Case Event Schedule

No case events were found.

Case motions

No case motions were found.

Case Parties

Seq #	Assoc	Expn Date	Type	Name
1			ATTORNEY FOR PLAINTIFF	DURKIN, MARTIN A

Address: DURKIN LAW OFFICE
 PC
 1760 MARKET ST
 SUITE 601
 PHILADELPHIA PA
 19103
 (215)569-9090
 mdurkin@durkinpc.com


Aliases: none

2	1	PLAINTIFF	YI'S TOPS SPORTING GOODS INC
<p>Address: 2959-2963 NORTH 22ND STREET PHILADELPHIA PA 19132</p> <p>Aliases: <i>none</i></p>			
3	1	PLAINTIFF	YOU, HON
<p>Address: 2959-2963 NORTH 22ND STREET PHILADELPHIA PA 19132</p> <p>Aliases: <i>none</i></p>			
4		DEFENDANT	COLONY INSURANCE COMPANY
<p>Address: 8720 STONY POINT PARKWAY SUITE 400 RICHMON PA 23235</p> <p>Aliases: <i>none</i></p>			
5		TEAM LEADER	ANDERS, DANIEL J
<p>Address: 529 CITY HALL PHILADELPHIA PA 19107</p> <p>Aliases: <i>none</i></p>			

Docket Entries

Filing Date/Time	Docket Type	Filing Party	Disposition Amount	Approval/ Entry Date
28-JAN-2021 05:37 PM	ACTIVE CASE			01-FEB-2021 09:50 AM
<p>Docket Entry: E-Filing Number: 2101049304</p>				


28-JAN-2021 COMMENCEMENT DURKIN, 01-FEB-2021
05:37 PM CIVIL ACTION JURY MARTIN A 09:50 AM


Documents:  Click link(s) to preview/purchase the documents
[Final Cover](#)

 **Click HERE to purchase all documents related to this one docket entry**

Docket Entry: *none.*

28-JAN-2021 COMPLAINT FILED DURKIN, 01-FEB-2021
05:37 PM NOTICE GIVEN MARTIN A 09:50 AM

Documents:  Click link(s) to preview/purchase the documents
[Complaint.pdf](#)

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Docket Entry: COMPLAINT WITH NOTICE TO DEFEND WITHIN TWENTY (20) DAYS AFTER SERVICE IN ACCORDANCE WITH RULE 1018.1 FILED.


28-JAN-2021 JURY TRIAL DURKIN, 01-FEB-2021
05:37 PM PERFECTED MARTIN A 09:50 AM


Docket Entry: 8 JURORS REQUESTED.

28-JAN-2021 WAITING TO LIST CASE DURKIN, 01-FEB-2021
05:37 PM MGMT CONF MARTIN A 09:50 AM

Docket Entry: *none.*

18-MAR-2021 AFFIDAVIT OF DURKIN, 18-MAR-2021
01:59 PM SERVICE FILED MARTIN A 02:08 PM

Documents:  Click link(s) to preview/purchase the documents
[PDFsam merge.pdf](#)

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Docket Entry: AFFIDAVIT OF SERVICE OF PLAINTIFF'S COMPLAINT UPON COLONY INSURANCE COMPANY BY CERTIFIED MAIL ON 03/02/2021 FILED. (FILED ON BEHALF OF HON YOU AND YT'S TOPS SPORTING GOODS INC)

Court of Common Pleas of Philadelphia County
Trial Division**Civil Cover Sheet**

For Prothonotary Use Only (Docket Number)

FEBRUARY 2021**000003**

E-Filing Number: 2101049304

PLAINTIFF'S NAME YI'S TOPS SPORTING GOODS, INC.		DEFENDANT'S NAME COLONY INSURANCE COMPANY	
PLAINTIFF'S ADDRESS 2959-2963 NORTH 22ND STREET PHILADELPHIA PA 19132		DEFENDANT'S ADDRESS 8720 STONY POINT PARKWAY SUITE 400 RICHMON PA 23235	
PLAINTIFF'S NAME HON YOU		DEFENDANT'S NAME	
PLAINTIFF'S ADDRESS 2959-2963 NORTH 22ND STREET PHILADELPHIA PA 19132		DEFENDANT'S ADDRESS	
PLAINTIFF'S NAME		DEFENDANT'S NAME	
PLAINTIFF'S ADDRESS		DEFENDANT'S ADDRESS	
TOTAL NUMBER OF PLAINTIFFS 2	TOTAL NUMBER OF DEFENDANTS 1	COMMENCEMENT OF ACTION <input checked="" type="checkbox"/> Complaint <input type="checkbox"/> Petition Action <input type="checkbox"/> Notice of Appeal <input type="checkbox"/> Writ of Summons <input type="checkbox"/> Transfer From Other Jurisdictions	
AMOUNT IN CONTROVERSY <input type="checkbox"/> \$50,000.00 or less <input checked="" type="checkbox"/> More than \$50,000.00	COURT PROGRAMS <input type="checkbox"/> Arbitration <input type="checkbox"/> Mass Tort <input type="checkbox"/> Commerce <input type="checkbox"/> Settlement <input checked="" type="checkbox"/> Jury <input type="checkbox"/> Savings Action <input type="checkbox"/> Minor Court Appeal <input type="checkbox"/> Minors <input type="checkbox"/> Non-Jury <input type="checkbox"/> Petition <input type="checkbox"/> Statutory Appeals <input type="checkbox"/> W/D/Survival <input type="checkbox"/> Other:		
CASE TYPE AND CODE 10 - CONTRACTS OTHER			
STATUTORY BASIS FOR CAUSE OF ACTION			
RELATED PENDING CASES (LIST BY CASE CAPTION AND DOCKET NUMBER)		IS CASE SUBJECT TO COORDINATION ORDER? YES NO	
		FILED PRO PROTHY JAN 28 2021 R. SCHREIBER	
TO THE PROTHONOTARY: Kindly enter my appearance on behalf of Plaintiff/Petitioner/Appellant: <u>YI'S TOPS SPORTING GOODS, INC. ,</u> <u>HON YOU</u> Papers may be served at the address set forth below.			
NAME OF PLAINTIFFS/PETITIONER'S/APPELLANT'S ATTORNEY MARTIN A. DURKIN		ADDRESS DURKIN LAW OFFICE PC 1760 MARKET ST SUITE 601 PHILADELPHIA PA 19103	
PHONE NUMBER (215) 569-9090	FAX NUMBER (215) 569-9595		
SUPREME COURT IDENTIFICATION NO. 37279		E-MAIL ADDRESS mdurkin@durkinpc.com	
SIGNATURE OF FILING ATTORNEY OR PARTY MARTIN DURKIN		DATE SUBMITTED Thursday, January 28, 2021, 05:37 pm	

FINAL COPY (Approved by the Prothonotary Clerk)

DURKIN LAW OFFICES, P.C.
 Martin A. Durkin, Esquire
 Attorney I.D. #37279
 1760 Market Street - Suite 601
 Philadelphia, PA 19103
 (215) 569-9090



**YI'S TOPS SPORTING GOODS INC. and
 HON YOU**
 2959-2963 North 22nd Street
 Philadelphia, PA 19132

Plaintiffs,

v.

**COLONY INSURANCE
 COMPANY**
 8720 Stony Point Parkway, Suite 400
 Richmond, VA 23235

Defendant.

COURT OF COMMON PLEAS
 PHILADELPHIA COUNTY, PA

No.:

MAJOR JURY

NOTICE TO DEFEND

NOTICE

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the Plaintiffs. You may lose money or property or other rights important to you

**YOU SHOULD TAKE THIS PAPER TO YOUR
 LAWYER AT ONCE. IF YOU DO NOT HAVE A
 LAWYER OR CANNOT AFFORD ONE, GO TO OR
 TELEPHONE THE OFFICE SET FORTH BELOW TO
 FIND OUT WHERE YOU CAN GET LEGAL HELP.**

PHILADELPHIA BAR ASSOCIATION
 Lawyer Referral and Information Service
 One Reading Center
 Philadelphia, Pennsylvania 19107
 (215) 238-1701

AVISO

Le han demandado a usted en la corte. Si usted quiere defenderse de estas demandas expuestas en las paginas siguientes, usted tiene veinte (20) dias de plazo al partir de la fecha de la demanda y la notificacion. Hace falta asentar una comparencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se defiende, la corte tomara medidas y puedecontinuar la demanda en contra suya sin previo aviso o notificacion. Ademias, la corte puede decidir a favor del demandante y requiere que usted compla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u otros derechos importantes para usted.

**LLEVE ESTA DEMANDA A UN ABOGADO
 INMEDIATAMENTE. SO NO TIENE ABODAGO O
 SI NO TIENE EL DINERO SUFICIENTE DE PAGAR
 TAL SERVICIO. VAYA EN PERSONA O LLAME
 POR TELEFONO A LA OFICINA CUYA DIRECCION
 SE ENCUENTRA ESCRITA ABAJO PARA
 AVERIGUAR DONDE SE PUEDE CONSEGUIR
 ASISTENCIA LEGAL.**

ASOCIACION DE LICENCIADOS DE FILADELFIA
 Servicio De Referencia E Informacion legal
 One Reading Center
 Filadelfia, Pennsylvania 19107
 (215) 238-1701

DURKIN LAW OFFICES, P.C.
 Martin A. Durkin, Esquire
 Attorney I.D. #37279
 1760 Market Street - Suite 601
 Philadelphia, PA 19103
 (215) 569-9090

Attorney for Plaintiffs

YI'S TOPS SPORTING GOODS INC. and	:	COURT OF COMMON PLEAS
HON YOU	:	PHILADELPHIA COUNTY, PA
2959-2963 North 22 nd Street	:	
Philadelphia, PA 19132	:	
Plaintiffs,	:	
	:	
v.	:	No.:
	:	
COLONY INSURANCE	:	
COMPANY	:	
8720 Stony Point Parkway, Suite 400	:	
Richmond, VA 23235	:	
Defendant.	:	MAJOR JURY

COMPLAINT

AND NOW, Plaintiffs, Yi's Tops Sporting Goods Inc. and Hon You, by and through their counsel, Durkin Law Offices, P.C., set forth the within Complaint against Defendant, Colony Insurance Company (hereinafter, "Colony"), and state the following:

THE PARTIES

1. Plaintiff, Yi's Tops Sporting Goods Inc., is a business entity registered with the Commonwealth of Pennsylvania with an address of 2959-2963 North 22nd Street, Philadelphia, Pennsylvania 19132.
2. Plaintiff, Hon You, is an adult individual with a business address of 2959-2963 North 22nd Street, Philadelphia, Pennsylvania 19132.
3. Defendant, Colony Insurance Company ("Colony"), is a Virginia corporation authorized to conduct business in the Commonwealth of Pennsylvania with an office located at

8720 Stony Point Parkway, Suite 400, Richmond, VA 23235.

4. At all times relevant and material hereto, the Defendant, Colony, was authorized to issue insurance policies in the Commonwealth of Pennsylvania.

5. At all times relevant and material hereto, in consideration of a premium paid by the Plaintiffs to the Defendant, Defendant issued and delivered to Plaintiffs an insurance policy, Policy Number 101PKG0127268-00, wherein Defendant insured Plaintiffs against losses to real and business personal property and for the loss of business income for the property located at 2959-2963 North 22nd Street, Philadelphia, Pennsylvania as more particularly set forth on the Declarations Page of said policy.

6. The aforesaid insurance policy issued to Plaintiffs provided insurance coverage to Plaintiffs' property located at 2959-2963 North 22nd Street, Philadelphia, Pennsylvania for the time period encompassing May 31, 2020.

7. At all times relevant and material hereto, Defendant, Colony, held itself out to the Plaintiffs as an expert in insurance matters, and knew that Plaintiffs were relying upon the Defendant to provide proper and adequate insurance and related coverages.

8. At all times relevant and material hereto, Defendant, Colony, agreed and represented that it would obtain and maintain proper and adequate insurance coverage on Plaintiffs' property, and would cause the necessary policy to be written and issued sufficient to provide Plaintiffs full protection against risks as described in the policy.

9. The aforesaid insurance policy with Defendant provided, *inter alia*, coverage for Plaintiffs' premises, business personal property and for the loss of business income as described in the insurance policy.

10. On or about May 31, 2020 during the term the aforesaid policy of insurance was in full force and effect, a vandalism and theft loss occurred at Plaintiffs' property located at 2959-2963 North 22nd Street, Philadelphia, Pennsylvania, causing loss to said property.

11. The May 31, 2020 vandalism and theft loss was a covered occurrence pursuant to the terms and conditions of the aforesaid insurance policy issued by Defendant, Policy Number 101PKG0127268-00.

12. Plaintiffs duly notified Defendant of the aforesaid losses and made a proper claim under their policy with the Defendant, Colony, for coverage and payment of Plaintiffs' losses.

13. All conditions precedent to Plaintiffs' recovery under the aforesaid policy of insurance with Defendant, Colony, Policy Number 101PKG0127268-00, and all conditions precedent to Defendant's liability thereunder, have been performed or have occurred, but Defendant, Colony, has refused to fully compensate, and make full payment to, Plaintiffs for the aforesaid losses as required under the terms and conditions of the policy of insurance at issue.

COUNT I

BREACH OF CONTRACT

14. Plaintiffs incorporate the averments of paragraphs 1 through 13 as though same were fully set forth at length herein.

15. The aforesaid insurance policy with Defendant provided coverage for building, business personal property and business income loss at replacement cost.

16. The Plaintiffs were not provided full policy proceeds to restore the building and for loss of business income.

17. The Plaintiffs will incur significant expense in order to rebuild the premises to its pre-loss condition and to recover loss of business income.

18. The Plaintiffs retained the services of an insurance adjuster which prepared an estimate to repair the damage in the amount of \$142,859.49.

19. All conditions precedent to Plaintiffs' recovery under the policy and to Defendant's liability thereunder have been performed or have occurred, but Defendant, Colony, has refused to make full payment to Plaintiffs for the aforesaid covered losses as required by the terms and conditions of the policy of insurance.

20. Defendant, Colony, without legal justification or cause, in violation of its contractual duties, has refused and continues to refuse to fully pay and fully compensate Plaintiffs for their aforesaid losses.

21. Solely as a result of Defendant's failure to make payment for the damages sustained by the Plaintiffs, coverage of which is provided in its insurance policy with Plaintiffs, Plaintiffs had suffered and will continue to suffer direct and consequential damages, namely that Plaintiffs cannot rebuild, repair, replace and/or restore Plaintiffs' premises which was damaged as a direct and proximate result of its vandalism and theft loss and have not recovered loss of business income.

22. Solely as a result of Defendant's failure to make full payment for the damages sustained by the Plaintiffs, coverage of which is provided in its insurance policy with Plaintiffs, Plaintiffs have sustained financial hardship and inconvenience, all of which are continuing and will continue until the foreseeable future.

23. Defendant, Colony, breached its contract with Plaintiffs, by refusing to provide full coverage for the losses described aforesaid, which losses are covered under Plaintiffs' insurance policy with Defendant, Colony.

WHEREFORE, Yi's Tops Sporting Goods Inc. and Hon You demand judgment against

Defendant, Colony, in an amount in excess of \$50,000.00, together with costs and interest along with such other and further relief this Honorable Court deems necessary and/or appropriate

COUNT II

BAD FAITH, 42 PA.C.S.A. § 8371

24. Plaintiffs incorporate the averments of paragraphs 1 through 23 as though same were fully set forth at length herein.

25. Defendant, Colony, has wrongfully and in bad faith withheld payment pursuant to the terms and conditions of the aforesaid insurance contract between Plaintiffs and the Defendant, Policy Number 101PKG0127268-00, without a reasonable basis and has otherwise acted unreasonably and in bad faith during its evaluation and handling of the Plaintiffs' claim.

26. Defendant's denial of benefits pursuant to the terms and conditions of the insurance contract between Plaintiffs and Defendant, Policy Number 101PKG0127268-00 and handling of Plaintiffs' claim, was with reckless disregard of the fact that such denial and handling was without a reasonable basis and constitutes bad faith as the term "bad faith" is used in 42 Pa.C.S.A. § 8371.

27. Defendant, Colony has engaged in bad faith conduct, including, but not limited to, the following:

- a. by failing to make a reasonable effort to negotiate the timely settlement of the Plaintiffs' claim;
- b. by failing to objectively and fairly evaluate the Plaintiffs' claim;
- c. by compelling Plaintiffs to institute this lawsuit to

- obtain policy benefits that Defendant should have paid promptly and without the necessity of litigation;
- d. by acting unreasonable and unfairly in response to Plaintiffs' claim;
 - e. by failing to promptly provide a reasonable factual explanation of the basis for not fully paying Plaintiffs' claim;
 - f. by conducting an unfair, unreasonable, self-serving and inadequate investigation of Plaintiffs' claim;
 - g. by placing unduly restrictive, self-serving interpretations of the policy of insurance;
 - h. by failing to give equal consideration to fully paying the claim as to not fully paying the claim;
 - i. by engaging in delay;
 - j. by failing to make a coverage determination regarding loss of business income;
 - k. by applying a punitive co-insurance penalty;
 - l. by deliberately applying and calculating an improper co-insurance factor/calculation;
- m. by attempting to settle the business income loss portion of the claim prior to providing the Plaintiffs with a building

- estimate which is required in order to determine the scope of the project and the period of restoration; and
- n. by refusing to pay any policy proceeds for loss of business income.

28. Plaintiffs have suffered damages as described in the preceding paragraphs of this Complaint due to the Defendant's wrongful, bad faith failure to pay to Plaintiffs the monies to which Plaintiffs are clearly entitled under Plaintiffs' insurance contract with Defendant, Policy Number 101PKG0127268-00.

29. Defendant, Colony Insurance Company, has acted in bad faith and with reckless disregard to the rights of the Plaintiffs in failing to fully pay Plaintiffs' claim pursuant to the terms and conditions of the insurance contract between the parties, Policy Number 101PKG0127268-00.

30. Plaintiffs are entitled to the special damages provided for by 42 Pa. C.S.A. § 8371 and to punitive damages.

WHEREFORE, Yi's Tops Sporting Goods Inc. and Hon You demand judgment against Defendant, Colony, in an amount in excess of \$50,000.00, together with costs, interest, statutory

damages and attorney's fees along with such other and further relief this Honorable Court deems necessary and/or appropriate.

Respectfully submitted,

DURKIN LAW OFFICES, P.C.

BY: /s/ Martin A. Durkin
Martin A. Durkin, Esquire
Attorney for Plaintiffs

VERIFICATION

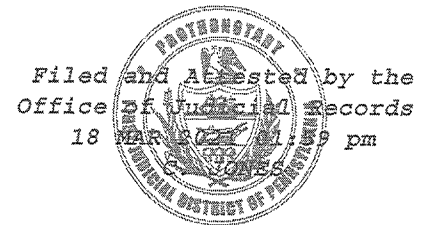
Martin A. Durkin, Esquire, hereby states that he is counsel in this action for the Plaintiffs, Yi's Tops Sporting Goods Inc. and Hon You, and verifies that the statements made in the foregoing Complaint are true and correct to the best of his knowledge, information and belief, and that this Verification is made with the knowledge, permission and consent of Plaintiffs. Counsel takes this Verification for the purpose of assuring the timely filing of this pleading. The undersigned understands that the statements made herein are made subject to the penalties of 18 Pa.C.S.A. § 4904 relating to unsworn falsification to authorities.

DURKIN LAW OFFICES, P.C.

/s/ Martin A. Durkin
Martin A. Durkin, Esquire

Dated: January 28, 2021

DURKIN LAW OFFICES, P.C.
Martin A. Durkin, Esquire
Attorney I.D. #37279
1760 Market Street - Suite 601
Philadelphia, PA 19103
(215) 569-9090



Attorney for Plaintiffs

**YI'S TOPS SPORTING GOODS INC. and
HON YOU**

2959-2963 North 22nd Street
Philadelphia, PA 19132

Plaintiffs,

v.

**COLONY INSURANCE
COMPANY**

8720 Stony Point Parkway, Suite 400
Richmond, VA 23235

Defendant.

COURT OF COMMON PLEAS
PHILADELPHIA COUNTY, PA

No.: **210200003**

MAJOR JURY

AFFIDAVIT OF SERVICE

TO THE PROTHONOTARY:

Kindly mark Defendant, Colony Insurance Company, as having been served with Plaintiffs' Complaint. Proof of service, in the form of a Fedex Return Receipt, is attached.

Respectfully submitted,

DURKIN LAW OFFICES, P.C.

BY: /s/ Martin A. Durkin

Martin A. Durkin, Esquire
Attorney for Plaintiffs

CERTIFICATE OF SERVICE

Martin A. Durkin, Esquire, hereby certifies that a true and correct copy of the foregoing Affidavit of Service has been forwarded to the following party, listed below, via U.S. First Class Mail on the 18th day of March, 2021, addressed as follows:

**COLONY INSURANCE
COMPANY**
8720 Stony Point Parkway, Suite 400
Richmond, VA 23235

DURKIN LAW OFFICES, P.C.

/s/ Martin A. Durkin
Martin A. Durkin, Esquire



March 18, 2021

Dear Customer,

The following is the proof-of-delivery for tracking number: 773005037107

Delivery Information:

Status:	Delivered	Delivered To:	Shipping/Receiving
Signed for by:	D.DVV	Delivery Location:	
Service type:	FedEx Express Saver		
Special Handling:	Deliver Weekday; Adult Signature Required		RICHMOND, VA,
		Delivery date:	Mar 2, 2021 13:03

Shipping Information:

Tracking number:	773005037107	Ship Date:	Feb 25, 2021
		Weight:	0.5 LB/0.23 KG
Recipient:		Shipper:	
RICHMOND, VA, US,		Philadelphia, PA, US,	

Signature image is available. In order to view image and detailed information, the shipper or payor account number of the shipment must be provided.

Thank you for choosing FedEx

Case ID: 210200003